S. F. Leib,
Attorney at Law,
San Jose, California.

Easton ppty

San Jose, Calif., May 4th, 1906

Mrs. S. L. Winchester,

San Jose, Calif.

My Dear Mrs.Winchester:-

I have just received back the deed from Ansel M. Easton et al. for the land recently purchased by you in San Mateo County, the same being duly recorded, and I herewith enclose the same to you.

I have also received back the abstract duly brought down to date and including your deed, which is in my office subject to your order.

Before the earthquake I made one or two endeavors to arrange my trips to or from San Francisco so as to stop off and see the premises for the purpose of determining whether it would be advisable for us to have a re-survey of it, but did not succeed in doing so.
I shall do so however at the very earliest time that I can arrange it and will then advise you of the conclusion I may then come to.

Did the earthquake damage you to any considerable extent?
I sincerely hope it did not. I received only my share of damages.

I remain

Very Truly Yours

S. F. Leib

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., Feb. 15th, 1907.

Mrs. S. L. Winchester,

San Jose, Cal.

My dear Mrs. Winchester:-

The enclosed copy of a letter from Mr. George C. Ross, together with the diagram which you enclosed to me and which I sent him, speak for themselves.

I am very glad to find that the matter turned out to be much better than what we supposed.

I remain,

Very truly yours,

S. F. Leib

Copy

Redwood City, Cal. Feb. 13,07.

Hon. S. F. Leib,

San Jose, Cal.

Dear Judge:-

Your favor of February 11th received yesterday and immediately upon its receipt I went over to the courthouse and examined the maps in the assessor's office to get a little more definite idea of the parcels of land you referred to. I also examined the record of the deed from Mr. and Mrs. Easton to Mrs. Winchester, and found that it reserved a right of way for the maintenance of a sewer across the land emptying into the bay.

I then went to Burlingame and walked from Oakgrove Avenue down to the Morrell subdivision, called Burlingame Villa Park. I found near the northwesterly corner of the lot about 150 feet distant from the line of the lands dividing the lands of Mrs. Winchester from those of Morrell, that a sewer had been laid from the Morrell tract on to the right of way of the Southern Pacific Railroad, and running parallel with the tracks of the railroad company, and inside of the fences bounding the right of way down to a little dry creek, mentioned in Mrs. Winchester's letter, where the Easton sewer comes under the railroad tracks and under the bridge crossing the little creek, and extends thence into the bay. There was a small manhole about 6 feet distant from the junction of the two sewers, and I lifted the top of this off and found water running in the Morrell

sewer, which evidently empties into the Easton sewer. The sewer pipe in both cases, of course, was covered with earth.

I then hunted up the agent of the Eastons and inquired of him in reference to whether the Eastons had given Morrell the right to connect with their sewer and was informed that such permission had been given. The way the sewer appears upon the ground is practically set forth in red ink on the sketch which you sent me. I think the probabilities are that Mrs. Winchester's information in reference to the laying of the sewer comes from the fact that the sewer pipe was probably unloaded from wagons on her land so that it might be used just across the fence of the right of way of the railroad company. I found wagon tracks along the fence, and several pieces of broken sewer pipe on Mrs. Winchester's land.

These are the facts so far as I was able to ascertain them, and it appearrs to me therefrom that nothing had been done to the serious injury of Mrs. Winchester's land.

If there is anything further that I can do for you in the matter, please command me .

I herewith return you Mrs. Winchester's letter and the sketch sent me.

Very truly yours,

Sigma (Geo. L. Kass)

S. F. Leib,
Attorney at Law,
San Jose, California.

Marriott Ppty

May 13, 1907.

Mrs. S. L. Winchester,

San Jose, Cal.

My dear Mrs. Winchester:-

The enclosed copy of the letter which I have just received from Mr. Fitzpatrick will explain itself; and I also enclose a copy of my letter to him. My own views are very strongly in favor of the proposition not to sign any agreement until we know the title is all right, or if it is not all right, that the proper provision be made for it, and enough money be held back or deposited in escrow until it is made all right. As I explained to Mrs. Marriott, my last experience in the Easton matter demonstrated conclusively to my mind that it is not wise to have the seller receive all his money and we hold nothing back to protect us in having the title perfected except his contract.

Mrs. Marriott left in my office this morning a list of the personal property which goes with the place, and also a copy of the agreement you signed. The agreement does not bind you to go any further in the transaction until your attorney is satisfied, and I will not be satisfied until matters are in such a shape that I feel you will be fully protected.

Would you kindly send me the proposed agreement which Mr. Fitzpatrick has drawn, and presented to you for signature. Mrs. Marriott showed it to me, but I did not sufficiently bear it in mind to act upon it.

I remain,

Very truly yours,

S. F. Leib

S. F. Leib,
Attorney at Law,
San Jose, California.

(COPY).

May 11, 1907.

S.F.Leib, Esq.,

Attorney at Law,

Dear Judge:-

I am informed that you are the attonrey for Mrs. S.L.Winchester. Doubtless you have heard from her concerning the purchase of some property at Menlo Park from Mrs. Nellie P. Moulton. I drafted on May 7th. a short document intended as a receipt, to be signed by Mrs. Moulton, for payment on account of the property, and also showing in a general way the conditions of sale as to price, etc; no doubt you have received a copy of this paper.

As I understand the situation, it was agreed between the parties, that Mrs. Moulton should have a period of six weeks at least, in which to surrender possession after the first payment was made. I mentioned this feature to you so that in redrafting the document, you will make allowance for that interval of time, inasmuch as several days have passed, and may pass before the first payment is made.

Very truly yours.

(signed) E.F.Ftizpatrick.

May 13, 1907.

Edward F. Fitzpatrick, Esq.,

Attorney at Law,

Redwood City, Cal.

My dear Judge:-

Your favor of the 11th instant at hand. Mrs. Winchester has not been able to present the matter in person, but her niece, Mrs. Marritoo, has been to see me about the matter spoken of in your letter. As I recall it, she told me that there was some provision to be made concernign a mechanic's lien. I think before we undertake to draft an instrument , it would be well for both of us to be thoroughly informed as to just how the title does stand; and no doubt you are already, but of course I know nothing of it. Would it not be best for you to send me the abstract showing all the transactions down to date? XXXX I could then act more understandingly in the matter. In the meantime I will send for the document which you say you wrote and sent to her for her signature.

I remain,

Very truly yours,

(signed) S.F.Leib..

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., December 5th, 1908.

Mrs. S. L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

I went to see the three Trust Companies in San Francisco on last Monday, as I promised, and left with each of them a copy of the form of the proposed trust. They all have looked them over, and I got the last one this morning. Some of them suggesting slight changes, but two of them suggesting that some provision should be made for a judicial termination of the trust when it was ended, so as to determine who <u>were</u> the issue or adopted children, inasmuch as they otherwise would be at some risk in determining that matter for themselves; whereas a decree of the Court, where all parties were brought into Court, would protect them.

In view of that fact, they think there ought to be provision inserted directing that such judicial investigation and determination be had, and that the Court should allow them for the expenses thereof out of the trust funds that might then be on hand. I do not see anything unjust in this proposition, as, of course, they should be protected in paying the funds over and should not have to go into their own pockets to pay the necessary expenses of securing that protection. We could put in the trust agreement the provision that such protection should be secured by proper proceedings in Court, and that they should be allowed their expenses of securing the same. I would suggest, however, the addition of the clause "not to exceed $500 in amount".

Please advise me if these views meet with your approval

S. F. Leib,
Attorney at Law,
San Jose, California.

If so, I will redraft the form of the trust agreement accordingly.

I have also investigated the purchasing of the San Francisco bonds that will run thirty years. I find that nearly all quote about the same price, but the last one from the Mercantile Trust Company was a little more favorable to us.

Awaiting your further advices, I remain,

Very truly yours,

S. F. Leib

www.historysanjose.org

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., July 9th, 1909.

Mrs. Sarah L. Winchester,

Menlo Park.

My dear Mrs. Winchester:-

The letter to Mrs. Sprague from the Union Trust Company of San Francisco, with your addenda at the bottom has just been received. I do not understand why the Trust Company have sent the whole money in one bunch, unless it was that they have forgotten the fact that you were to pay the $200 a month up to the first of July when the other moneys would come in on the bonds.

I am writing to the Trust Company to find out how the mistake occurred and will advise you as soon as I hear from them.

I remain,

Very truly yours,

S. F. Leib

www.historyofwinchesterhouse.com
ASHLAND

S. F. Leib,
Attorney at Law,
San Jose, California.

Cobb

San Francisco, Cal., July 9th, 1909.

Union Trust Company,

Montgomery & Market Sts.,

San Francisco.

Gentlemen:-

I herewith enclose to you your letter to Mrs. Sprague and Mrs. Winchester's addenda on it to me, which speaks for itself. Kindly return me the same when you have read it. What she says is true, as you will remember by looking at the trust instrument.

Mrs. Winchester desired this money paid monthly, for certain reasons of her own I imagine, although she did not explain that part of it to me; in addition to which I explained to her and to you both, if you will remember, that she would pay the $200 a month herself up to the first of July and that thereafter you would have the funds on hand for the purpose of paying the monthly installments of $200 a month until the next coupons would become due.

Kindly advise me in the matter and also that in the future, commencing with the first of next January, you will not overlook the terms of the trust instrument. As soon as I hear from you I will advise Mrs. Winchester and try and straighten out the duplicate payments which Mrs. Sprague has received from you on the one hand and from Mrs. Winchester on the other.

I remain,

Very truly yours,

(signed) S. F. Leib

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., October 8th, 1909.

Mrs. S. L. Winchester,

Menlo Park, Cal.

My dear Mrs. Winchester:

Your favor of the 5th inst. at hand.

I will do all I possibly can to put your trusts in shape with as little trouble as possible. If you prefer to have it all done by correspondence, kindly state just exactly what you want as to each trust. Your data heretofore given with reference to the other trusts, and as to all other matters, have been so clear and concise that I have had no trouble in comprehending them perfectly. On the other hand, I note what you say that even writing is a painful task, and it may be possible that I could save you more or less trouble and strain by taking the data from you in person, which I would gladly do, if you prefer that course. Or, if you prefer, I could send down my own stenographer, where you have nothing to do but simply tell her what you wanted without the effort of writing. I will vouch for her absolute reliability and that anything stated would be kept by her absolutely confidential. She would take down just what you would state, and you could state it in your own way, without any attempt of formality, and from it, I could gather all the information needed. She could go down on the morning train and come home the same day, whenever you are through with her.

Any one of the three courses will be entirely agreeable to me.

I remain,

Very truly yours,

S. F. Leib

S. F. Leib,
Attorney at Law,
San Jose, California.

Trusts

San Jose, Cal., October 22nd, 1909.

Mrs. S. L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

Your favor of the 21st inst. at hand. I note what you say about distributing the trusts among still other trust companies. In assuming the responsibility of relieving you so far as I can of all trouble and worry about the trusts in every particular, and having the trusts absolutely good, one of the most important matters is in selecting Companies which are not only reliable to day, but are standing on such solid foundations, that they will continue to be reliable for many years to come. From what I know myself, and from investigations I have made, I feel sure of the three Companies that we have already selected. There are several other Companies in San Francisco, but I do not have the confidence in some of them which I feel I ought to have, in order to select them as trustees. The largest Savings Bank in San Francisco is a client of mine, and for which I have done considerable business, and the head officer is my particular friend and I feel he will confidentially give me his views with reference to the matter. I will write to him for his confidential views, and then I can advise you more intelligently hereafter.

In the meantime, before I give the order for the purchase of the bonds, I would like to know the probable length of each of the five trusts as near as you can estimate the same. We can buy shorter term bonds at a somewhat less premium than we can buy the longer term ones, and there is no necessity of buying any longer term ones than we need; and yet I would like to feel that the bonds would be <u>sure</u> to run longer than needed, since I wish to avoid any possible necessity of the re-

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., October 22nd, 1909.

investing in new securities upon the payment of the ones we purchase, inasmuch as that event would take place when neither you nor I will be here to see that the very best securities would be selected.

It is possible you may think I am taking unnecessary precautions as to these and other matters with reference to these trusts, but from my experience and observation in forty years practice, I feel that all these precautions are necessary to be taken <u>now</u> - when the trusts are formed.

I note what you say concerning the purchase of the bonds. When bonds are purchased, they generally have to be paid for at once; so that it is probable that we will have to deposit the money with the Bank who acts as our purchasing agent in San Francisco, or at least be prepared to deposit the same immediately upon the purchase being made. That doubtless can be done, however, by my telephoning you the amount required, as each purchase is made, and you can then at once send a check drawn in favor of the purchasing Bank, either direct to the Bank, or to me to be forwarded to it.

I remain,

Very truly yours,

S. F. Leib

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., October 26th, 1909.

Mrs. S. L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

I have just received a letter from the Union Trust Company, a copy of which I herewith enclose, which speaks for itself. All of the bonds referred to mature too soon except the last two items of $50,000 each, which mature respectively in 35 and 41 years after this date. The question is as to buying either one or both of those lots.

Kindly give me your instructions at your very earliest opportunity.

I remain,

Very truly yours,

S. F. Leib

Encl.

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., October 27th, 1909.

Mrs. S. L. Winchester,

Manlo Park, Calif.

My dear Mrs. Winchester:

I have just received a telephone message from the Secretary of the German Savings Bank in San Francisco who says that he can purchase for me about one hundred or possibly one hundred and fifty thousand dollars of long term San Francisco Municipal bonds on a net basis of 4.04, which, of course, is a better interest on the investment than 4% would be. He is not sure but what in a few days more he might be able to even do a shade better, but does not know just now where he can do so.

Kindly advise me at your very earliest convenience what to do in these matters?

I remain,

Very truly yours,

S. F. Leib

S. F. Leib,
Attorney at Law,
San Jose, California.

Trusts

San Jose, Cal., November 2nd, 1909.

Mrs. S. L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

I herewith enclose to you for your perusal the letter of Mr. George Tourny of the German Savings and Loan Society. As you know, Mr. Tourny is the chief officer of that institution, and I have thanked him both in your name and in mine for his kindness in this matter. I have asked him to have his Bank keep the bonds for you until it receives further advices.

I am glad to have made this purchase this early, because while you are waiting to get the trusts in shape, the bonds will be paying you at the rate of 4:05 net interest upon your investment. Mr. Tourny succeeded in buying them on that basis, although he had thought he could not get them on any better terms than 4:04, at which price he had bought a large amount for his Bank. He was particularly gratified that he was able to do even better for us than he had been able to do for his Bank. The bonds will now bring you $625.00 a month, counting from the first of last July. There is already $2500.00 interest accumulated upon the bonds, which you will get on the first of January as well as the interest that accumulates between now and then. He also said that in the list he gave me, when we were talking the other day, he had overlooked mentioning one of the best Trust Companies that he thinks exists in San Francisco. The Anglo-London and Paris National Bank people have started a Trust Company under the name of "Anglo-California Trust Company", which he considers a very strong and very good, and which he says he can heartily recommend. I know Mr. Tourny to be thoroughly straightforward and honest, so you can take that Company in consideration in

S. F. Leib,
Attorney at Law,
San Jose, California.

November 2nd, 1909.

Mrs. S. L. W. ---------2.

distributing these trusts.

I remain,

Very truly yours,

S. F. Leib

Encl.

Kindly return me my Tommy's letter when read.

www.historysanjose.org

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., November 8th, 1909.

Mrs. S. L. Winchestef,

Menlo Park, Calif.

My dear Mrs. Winchester:

Your favor of the 5th inst. just at hand. All your instructions are very clear and to the point. There is only one matter concerning which I am in doubt, and that arises from the fact that these bonds sell at a premium over their par value. When you speak about purchasing a $100,000 worth of additional bonds am I to understand that I am to purchase one hundred additional bonds of the par value of $1,000 each? The same question arises in the formation of the trusts; we must describe the bonds constituting the trust; as, for instance; so many bonds, giving the number of the bonds in the trust and giving the numbers which they bear. Shall I describe, for instance, thirty bonds, giving their respective numbers, in forming the $30,000 trust; twenty-five bonds, giving their respective numbers in forming the $25,000 trust; and twenty bonds, giving their respective numbers in forming the $20,000 trust? If this is not your understanding, there will be in every case a fraction of a bond which will, of course, have to be omitted, for there is no bond issued for less than $1,000.

So far as the purchase of the bonds are concerned, I think, (if I may be allowed to make the suggestion) it would not be amiss to purchase the other hundred bonds, for, should there be something more than needed to form the trusts you name, (and others you contemplate naming), the remainder would not be a bad investment at the prices at which we purchased the last ones. At least, that seems to be Mr.

S. F. Leib,
Attorney at Law,
San Jose, California.

Mrs. S. L. W. -----2

Nov. 8th, 1909.

Tourny's idea as you see by his letter that you have just returned me, and, in that, I fully agree with him.

Kindly advise me and I will take up the purchase of the bonds and the formation of the trusts at once.

I remain,

Very truly yours,

S. F. Leib

www.historysanjose.org

ASHLAND

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., November 10th, 1909.

Mrs. S. L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

Your favor of the 9th inst. at hand. I will go down to the City and consult with some of the leading financiers there as to the advisability of waiting for the sale of the new bonds before purdhasing, and also ascertain on what basis the present issue can now be purchased.

I also note what you say with reference to the amount of bonds to be used in the formation of the new trusts, and will draw the trust instruments accordingly. They will have to vary a little from the former trusts in this: that in the other trusts the beneficiaries were to receive a given sum each month, and enough bonds were purchased to pay them that specific amount, and also the yearly charges of the trustee, and there was still a slight amount over for contingencies. In the new trusts, (if I understand your wishes correctly), I will provide that, after the payment to the trustee of its yearly charges, all the remainder shall be paid to the beneficiary. If this is not exactly as you wish it, please advise me, so I can draw them correctly.

I remain,

Very truly yours,

S. F. Leib

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., November 19th, 1909.

Mrs. S. L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

Yesterday, I went down to the City and talked over the situation with some of the leading financiers as to the advisibility of purchasing San Francisco Municipal bonds at this time.

I lunched with Mr. Tounry, of the German Savings and Loan Society, and he told me that his Bank was not going to bid on the new issue. I investigated the matter, and found it was useless to make a bid for the amount we want, unless we could join with somebody else, and I could not find any one in San Francisco who was going to make any bid. They all seemed to think it was useless as they were always over-bid by the Eastern buyers. Mr. Tourny said he would find out on what basis the present issue could be bought and would advise me the next day or two. Mr. Hooper, of the First Federal Trust Company, seemed to think that the bonds might be bought on a little better terms a little later on. As soon as I have more advices, I will advise you in that regard.

I spoke to the Union Trust Company and also the First Federal Trust Company with reference to allowing interest at their customary rates of 2% on moneys in their hands collected on the first of each six months, during the time the same was awaiting distribution monthly according to the trust. Both of these parties stated to me that they had such confidence in my judgment and fairness that they would leave it to me to say what should be done. I told them that I thought the interest ought to be allowed. The only proposition that seemed to be in their minds was that the rates they had agreed to handle the trusts

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., November 19th, 1909.

Mrs. S. L. W. -------2.

for, to wit: $50.00 per year for their compensation, was a very low rate, and if they had to pay interest besides, their net compensation would not be very great. I laughingly told them that it would be still less, because I wanted them to make a reduction in the present case, because the amount involved in the trusts was not as great as in the former trusts. Their answer to that was that it took just the same amount of trouble and care to collect the interest and distribute the checks monthly as though the amount was larger; but, still they left the matter to me. I intend to make a reduction of those rates to what I think is a fair proportion of the former rate, possibly down as low as $30.00.

While this matter does not amount to much in any one trust, yet, in a question of a number of trusts, it would amount to several thousand dollars saving in the course of twenty-five or thirty years.

I am working upon the new trusts, and when I get them ready I will send the same to you for your suggestions. I will also go again to the City next week and see the other trustees as to the interest and reduction of their rates to a sum which I think would be fair compared to the compensation allowed in the former trusts.

I remain,

Very truly yours,

S. F. Leib

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., November 24th, 1909.

Mrs. S. L. Winchester,

Menlo Park, Cal.

My dear Mrs. Winchester:

Your letter duly received and also the charter of the General Hospital Society of Connecticutt. As to the latter, I see it is, in fact, a State Hospital, the very act being entitled: "An Act to Establish a State Hospital", so I shall use the term "The General Hospital Society of Connecticutt" in the trusts we are now forming. It is possible I will have an addenda made to the former trusts, stating that "The General Hospital Society of Connecticutt" is meant by the term "State Hospital of Connecticutt" or "Hospital of the State of Connecticutt", as the same may have been used in the trust instruments.

In forming the new trusts, I have to remodel them to some extent from the former ones, because in the former ones a given amount per month was given to each of the beneficiaries, whereas in this case a given amount in invested for their benefit, they to receive the net results of the investment. In that connection, I wish to lay before you the results of the matter as I have computed it. You have 150 bonds already purchased and are in the custody of the German Savings and Loan Society of San Francisco. I have ordered the purchase of 100 bonds more, which are in New York and which will not be here for possibly a couple of weeks. As soon as I know the amount required for the purchase of the same, I will let you know and you can send me check payable to the German Savings and Loan Society for the amount and I will forward it to them.

Now, with the 150 bonds, you intend to form seven trusts, one for $30,000 investment; five for $25,000 each, investment, and one for

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., November 24th, 1909.

Mrs. S. L. W. -------2

$20,000 investment, making a total of $175,000 investment. As I understand it, you wish the payments to these beneficiaries commence on the first of the coming January. You have paid $179,260.75 for the 150 bonds. There will be interest accruing on the bonds between the date you paid this money, (about the first of this month), to the first of January, of $1250, which added to the investment made on the first of November would make $180,510 on January first. The six months' interest to be paid out, at that time, to your beneficiaries would leave $176,760. This is enough to cover the investment of $175,000 for the seven trusts, but the trouble of it is to make the bonds come out even. On the $30,000 trust, it would require about 25 1/2 bonds, on the $20,000 trust it would require 16 9/10 bonds, on each of the $25,000 trusts it would require 21 1/7 bonds. If we come to the nearest figures to these different bonds and say that the $30,000 would call for 26 bonds, the $20,000 trust 17 bonds, and each of the $25,000 trusts for 21 bonds, we would have then 26 bonds, plus 17 bonds, plus 105 bonds, making a total of 148 bonds, which would leave two bonds out of the 150 bonds on hand. On the other hand, if we counted that every fractional bond should be made good by a whole bond, it would take five more bonds still, which would make a total of 153 bonds, and which would require three more than the 150 bonds now on hand to satisfy the trusts.

I am not sure that I have computed these figures absolutely correct, for it is a very complicated proposition, but I think I have them either absolutely correct or approximately so. Assuming that I am correct, on my computations, how many bonds do you wish me to assign to each trust?

I remain,

Very truly yours,

S. F. Leib

(see following page)

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., November 24th, 1909.

Mrs. S. L. W. --------3

P. S. Since dictating the foregoing, I received a telephone message from Mr. Tourny that he has succeeded in buying the 100 bonds on a basis of a net interest of 4.10, which is still better than the first agreement. There would be needed to pay off them a check of $120,000, out of which we will get some return. It will depend upon just when the bonds can get here from New York, as we will have to pay the interest which has accrued upon them up to the date of payment. Mr. Tourny considers this a splendid buy and I do myself.

If you will kindly send me a check for $120,000 payable to "the German Savings and Loan Society of San Francisco", I will send it to the Bank to pay for the bonds upon their arrival, and they will remit the balance that is not necessary for that purpose.

Also, since dictating the foregoing, I have gone over my figures again very carefully, so I feel sure that they are correct.

Hoping you will have a happy Thanksgiving, I remain,

Very truly yours,

S. F. Leib

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., December 6th, 1909.

Mrs. S. L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

I just received a telephone from Mr. Tourny that when they come to compute the bonds with accrued interest thereon they come to $120,089.28, so that your check is just $89.28 short. I asked Mr. Tourny to advance the money for us and that we would promptly send him the check for $89.28.

If you will send it to me, I will at once transmit the same to him. Please draw it in favor of the "German Savings and Loan Society of San Francisco".

I am preparing the trusts and will have the list of these new bonds within the next day or two, so that whenever you wish to distribute them in any further trusts, if you will let me know concerning the same, I will prepare them also.

I remain,

Very truly yours,

S. F. Leib

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., December 7th, 1909.

Mrs. S. L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

This morning, I received a letter from Mr. Tourny, a copy of which I herewith enclose, and which speaks for itself.

You will notice that all the bonds purchased are very long term bonds, which makes them that much the more valuable. They will still be worth quite a premium when the most of the trusts have ended.

I remain,

Very truly yours,

S. F. Leib

Encl.

www.historysanjose.org

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., Cal., February 1st, 1910.

Mrs. Sarah L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

Your favor of the 31st ult. came duly to hand, and I have given directions to the German Savings and Loan Society to cash the January 1910 coupons on the 97 bonds held by it for you, and to send me a check drawn in your favor for the amount.

I also note what you say with reference to the fact that it was possible that the new trusts would not be formed. Having drawn your will, I had thought myself that such might be the case, as I did not see any one who was not amply provided for by the will itself, unless you were making present provisions for the support of others that I knew nothing of.

I have ascertained that I can secure a Safe Deposit box here, of large size, which would hold all your valuable papers and securities, the size being 8 inches deep by 10 inches wide by 18 inches long, and the price would be $20.00 a year. The Bank could not alone open the box, nor could the holder of your key do so alone. It is only when the Bank unlocks one combination and the holder of your key unlocks the other, that the box can opened. No one holding your key has a right, or would be allowed, to open the box except upon your written order therefor. The vault is supposed to be absolutely fire-proof and burglar-proof, and I believe it to be so. The vault is in the San Jose Safe Deposit

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., Feb. 1st, 1910.

Mrs. S. L. W. ------2

Bank, and is owned and operated by the Bank itself. I have asked the officers in charge to reserve such a box for a few days.

The Bank building has a side entrance permitting you to have a perfectly quiet and unobserved access to the private room next to the boxes.

I remain,

Very truly yours,

S. F. Leib

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., February 4th, 1910.

Mrs. Sarah L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

1 I herewith enclose to you the check of the German Savings & Loan Society for the six months interest on the 97 bonds which they hold for you; such interest amounting to $2425.00, which is the amount of the check. I had told them that it was in contemplation to rent a safe deposit box and store the bonds there and relieve them of the trouble and responsibility of their custody. I was thanking Mr. Tourny in advance for their kindness in keeping the bonds safely for you and cashing the January dividends and sending the same to you and received from him with the check the very kind reply, which I herewith enclose, and which please kindly return to me for my files when you have read it.

2 I had expected to also send you the $500 for the right of way from the Sierra & San Francisco Power Company for their electric line, but they found they had made a mistake in the description which they sent me, and while the change of the description was trifling, I did not desire to make the change myself without your authority or to trouble you with the matter. I am sending down to the Recorder's Office at Redwood City toeget the exact reading of one of the courses in the right of way given to the Standard Electric Company, as I wish to be sure and have the right of way you give these people close up against the right of way the other Company has, so as to do as little damage to the property as possible. When I get it, I will then send the deeds, (together with their new map), you have signed, down to you for correction to be made in your own hand writing, which will only

S. F. Leib,
Attorney at Law,
San Jose, California.

San Jose, Cal., February 4th, 1910.

take you a minute or so to make.

3 You may remember that some time ago you wrote me that Mr. Easton had not graded and macadamized the Buri Buri Avenue as by his deed he promised to do. I noticed that, when I was on the ground some weeks ago, it still had not been done. Yesterday, I wrote a letter to his attorney with reference to the matter which explains itself. Mr. Easton must either do this work before the 28th day of next month, or our right to bring action against him would be barred by the Statute of Limitations, unless he extends the time by promising to do it within a given number of months thereafter. I enclose a copy of the letter to his attorney, and shall keep on pushing the matter until he does it.

4 I have not as yet sent you my bill for preparing the ~~last~~ last set of trusts. I was waiting until all the trusts were finished, but as probably no more trusts will be prepared, or at least not in the near future, I will, if agreeable to you, name as my charges for each of the last trusts the same as I charged for each of those I formerly prepared for you. I charged you in the former trusts $250.00 each. I also charged $250.00 for seeing to the purchase of the bonds and arranging the terms with the trustees, etc. If the same charge for each of the last trusts would seem to you to be too high, (in view of their being more of them), please have no hesitation in saying so. I am perfectly willing for you to name what seems to you to be right. In any case, whatever is charged, may be deemed as payment also of such other services as I have performed for you up to date.

I remain,

Very truly yours,

S. F. Leib

NEW YORK, PHILADELPHIA, LONDON AND PARIS

December 31st, 1910.

DEAR SIRS:

MR. GEORGE W. PERKINS and MR. EDWARD F. WHITNEY, to our great regret having decided to retire, withdraw this day from our firms in New York, Philadelphia, London and Paris.

MR. WILLIAM H. PORTER, heretofore President of the Chemical National Bank of New York, and MR. THOMAS W. LAMONT, heretofore Vice-President of the First National Bank of New York, are this day admitted as partners in our firms in New York, Philadelphia, London and Paris, resident in New York.

Referring to the signatures of MR. PORTER and MR. LAMONT, at foot, we remain,

Yours very truly,

J. P. MORGAN & CO.,
New York.

DREXEL & CO.,
Philadelphia.

MORGAN, GRENFELL & CO.,
London.

MORGAN, HARJES & CO.,
Paris.

MR. WILLIAM H. PORTER will sign:

J. P. Morgan & Co.

Drexel & Co.

MR. THOMAS W. LAMONT will sign:

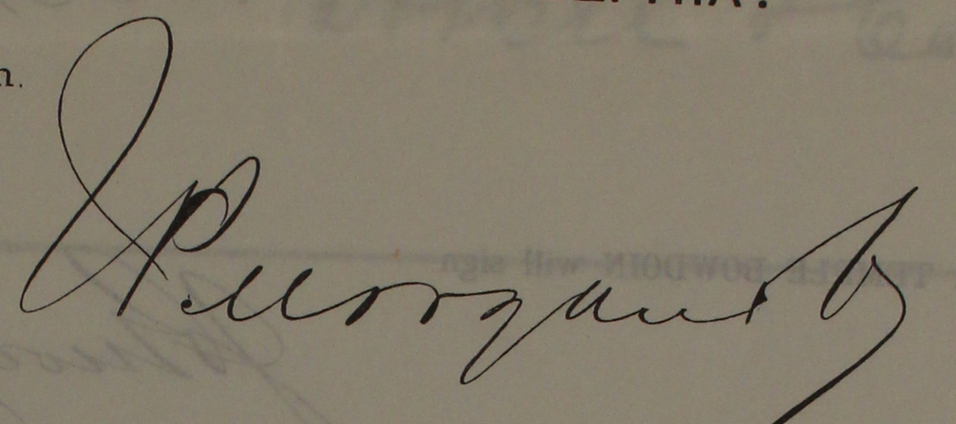
J. P. Morgan & Co.

Drexel & Co.

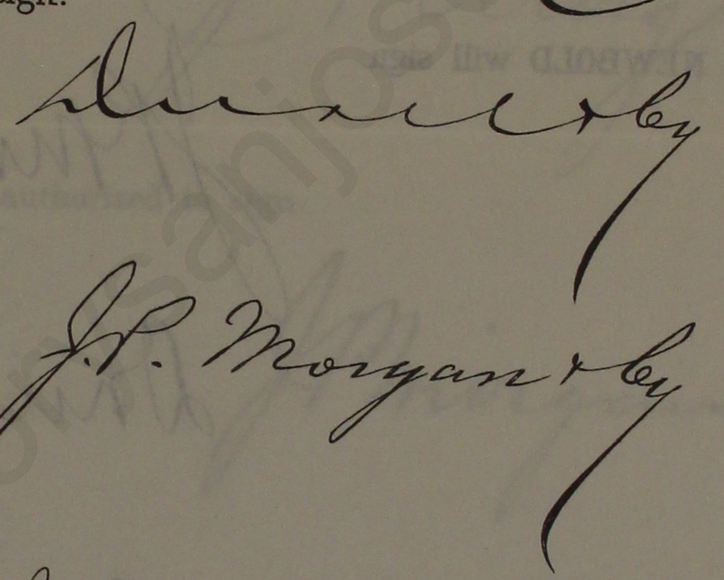
JANUARY, 1911.

SIGNATURES OF J. P. MORGAN & CO., NEW YORK, AND DREXEL & CO., PHILADELPHIA.

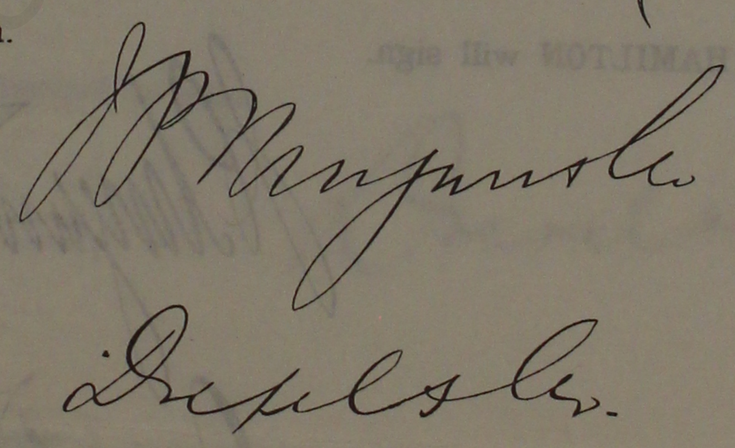
Mr. J. PIERPONT MORGAN will sign.



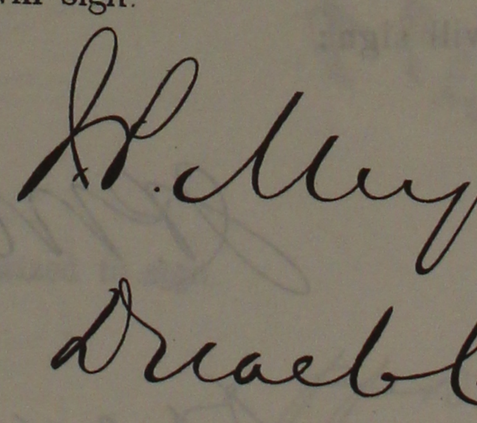
Mr. EDWARD T. STOTESBURY will sign.



Mr. CHARLES STEELE will sign.



Mr. J. PIERPONT MORGAN, Jr. will sign.



Mr. HENRY P. DAVISON will sign.

J. P. Morgan & Co.
Drexel & Co.

Mr. TEMPLE BOWDOIN will sign.

J. P. Morgan & Co.
Drexel & Co.

Mr. ARTHUR E. NEWBOLD will sign.

J. P. Morgan & Co.
Drexel & Co.

Mr. WM. PIERSON HAMILTON will sign.

J. P. Morgan & Co.
Drexel & Co.

Mr. WILLIAM H. PORTER will sign:

J. P. Morgan & Co.
Drexel & Co.

Mr. THOMAS W. LAMONT will sign :

J. P. Morgan & Co.
Drexel & Co.

Mr. WALTER B. HORN is authorized to sign.

J. P. Morgan & Co

Mr. FRANCIS GORDON BROWN is authorized to sign.

J. P. Morgan & Co.

Mr. HORATIO G. LLOYD is authorized to sign.

Drexel & Co

Mr. GEORGE CLYMER BROOKE is authorized to sign.

for J. P. Morgan & Co
G. C. Brooke

Mr. ALFRED M. GRAY is authorized to sign.

pp Drexel & Co
A. M. Gray

SIGNATURES OF RESIDENT PARTNERS OF **MORGAN, HARJES & CO.,**
PARIS.

Mr. **HENRY HERMAN HARJES** will sign.

Morgan Harjes & Co

Mr. **HERMANN P. HEROLD** will sign.

Morgan Harjes & Co

Mr. **CHARLES PENDRILL WADDINGTON** is authorized to sign.

PP^on **MORGAN, HARJES & C^IE**

C P Waddington

Mr. **WERNER HEROLD** is authorized to sign.

PP^on **MORGAN, HARJES & C^IE**

W Herold

Mr. **J. PIERPONT MORGAN** will also sign.

Morgan Harjes & Co

S. F. LEIB R. C. LEIB

Leib & Leib

ATTORNEYS AT LAW

FIRST NATIONAL BANK BUILDING

SAN JOSE, CALIFORNIA, March 20, 1911.

Mrs. Sarah L. Winchester,

Menlo Park, Cal.

My dear Mrs. Winchester:

At the request of Miss Silveres, I examined all the abstracts of title I had of your property, and find them to be as follows: 2 abstracts of the Corbett property, one abstract of the Hindes property, three (3) abstracts of the Easton property and one abstract of the Whittell property.

I am enclosing you a receipt for the second year's rental of the Safe Deposit vault in the San Jose Safe Deposit Bank. The bill came to me for you and I promptly paid it.

You wrote me once in answer to my inquiry, that you wished all your legatees and devisees under your will to receive their legacies and devices free of inheritance tax. In other words, that the inheritance taxes should be paid out of the residuary part of your property. I think that ought to be added by way of a codicil to your will, although, possibly your letter would be sufficient for the Court to act upon it, as there would be no one to object except the residuary legatee, and it would ill become it to make the objection over your expressed wishes, even if not in the form of a will or a codicil thereto.

There are some other matters which I wish to

S. F. LEIB R. C. LEIB

Leib & Leib
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING

SAN JOSE, CALIFORNIA, March 20, 1911.

Mrs. Sarah L. W. ------2

fix for you in a better shape than I think they are now, and I would be glad, at any time, if you would give me a few days notice, to talk the same over with you.

I am very glad to hear your health is so much better, and that you are feeling so well.

With kindest regards, I remain,

Very truly yours,

S. F. Leib

Encl.

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S. F. LEIB R. C. LEIB

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ATTORNEYS AT LAW

FIRST NATIONAL BANK BUILDING

SAN JOSE, CALIFORNIA, Sept. 21st, 1911.

Mrs. Sarah L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

The checks came duly to hand. The two bond houses will not receive the certificate of Hubbard & Dillon until next week. I do not wish to pass over the checks until I receive a copy of that certificate that the bonds are all right. We were to pay, as a part of our purchase price, the interest that had accrued on the bonds since the first of July. On the first of January, we will get the full six month's interest back, when our first coupon is cashed. I have arranged with the bond houses, however, that the amount we shall pay for the accrued interest on the bonds shall only run from July first to next Saturday, September 23rd.

As soon as I have delivered the checks and received the bonds, (which will be some time next week), I will advise you. When I do receive the bonds, shall I leave them with the German Savings & Loan Society, as custodian, or shall I bring them down here, or what other disposition shall I make of them?

I remain,

Very sincerely yours,

S. F. Leib

S. F. LEIB R. C. LEIB

Leib & Leib

ATTORNEYS AT LAW

FIRST NATIONAL BANK BUILDING

SAN JOSE, CALIFORNIA, Sept. 25th, 1911.

Mrs. Sarah L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

In writing you this morning and enclosing the papers, I neglected to answer the balance of your letter. I think we will have to adopt some other trustee than yourself for the bonds, because upon your passing away there would be then no trustee to represent the beneficiary, and a new one would have to be appointed. I think it would be better for you to name the trustee, so as to be sure that you have some trustee that is all right.

I find that the amount we have to pay for the long-term bonds will not bring us full 4.45% interest on the investment, but will bring in between 4.40% and 4.45%. The difference between the 4.45% and the percentage that will be realized, however, will only amount annually to thirty cents on each $1,000 invested, which, after all, is probably too insignificant to make any question about. At any rate, we are getting the bonds just as cheap as any one else, and it is the best buy that we have yet made of them, and, in my judgment,will be the best for some time to come. Money is very tight now, and probably that accounts for our ability to buy them at the present favorable rate.

I will leave the bonds with the German Savings and Loan Society of San Francisco, as custodian, until we arrange who your trustee shall be.

I remain,

Very truly yours,

S. F. Leib

S. F. Leib R. C. Leib

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ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING

SAN JOSE, CALIFORNIA, Sept. 28th, 1911.

Mrs. Sarah L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

I have just received from Mr. Tourny, the manager of the German Savings & Loan Society, the enclosed letter which speaks for itself. I also enclose therewith the statement of the purchase of the bonds, being 91 in number and coming to $99,612.69, leaving a balance due you between the difference of that sum and $100,000, for which you drew checks for their purchase, of the sum of $387.31, for which the check is drawn by N. W. Halsey & Company to the German Savings & Loan Society, and duly endorsed by it to you, and which I herewith enclose to you. I wish you would return to me the letter of Mr. Tourny for my files. I enclose you a copy thereof for your own files.

I am carefully examining and considering the papers of which I took copies, and when I come to a definite conclusion, would like if you could give me a few minutes time to talk the matter over with you, and also at the same time we will consider what is the best shape in which to put your wishes concerning the bonds just purchased.

I remain,

Very sincerely yours,

S. F. Leib

Encls.

(COPY)

San Francisco, Cal., Sept. 27/11

Hon. S. F. Leib,
First National Bank Bldg.,
San Jose, Calif.

My dear Judge:

In response to your favor of yesterday - and as phoned you today, I obtained delivery of the 91 bonds of $1000."" each of this City and County from Messrs. E. H. Rollins & Sons and N. W. Halsey & Co. in payment to each of said firms of the respective checks of Mrs. Winchester of $50,000."" each, and received from them a check of N. W. Halsey & Co. for $387.31 to her order, which I have duly endorsed to her and herewith enclose, and which amount, together with the price paid for the said bonds of $99,612.69, makes up the aggregate of her 2 checks above mantioned.

In accordance with your directions I have deposited the said 91 bonds with The German Savings and Loan Society as custodian for Mrs. Winchester until further orders.

With kind personal regards and assuring you that it is a pleasure to be of service to you or Mrs. Winchester at any time in any transactions you may wish to consummate here, I am,

Yours very truly,

(Signed) GEO. TOURNY,

Manager.

(COPY)

JOSEPH E. BIEN
Attorney-at-Law
1114 Head Bldg.,

San Francisco, Cal. March 21, 1912.

S. F. LIEB, ESQ.,
First National Bank Building,
San Jose, California.

Dear sir:

In the matter of the purchase of the Winchester property by Mr. Jackson, I beg to advise you that the matter is having my attention.

My Jackson has left with me the making of certain financial arrangements to enable him to procure the money necessary to pay the purchase price of the property in full, and to that end I have delivered the abstract of title to a bank and the same is now being passed upon by them. I expect within a few days to be able to close the transaction.

I trust that you will understand the delay and bear with us for a time yet.

Yours very truly,

(Signed) J. E. Bien

S. F. Leib R. C. Leib

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ATTORNEYS AT LAW

FIRST NATIONAL BANK BUILDING

SAN JOSE, CALIFORNIA, March 23rd, 1912.

Jackson Park

Mrs. Sarah L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

I am enclosing you a copy of a letter I received from Mr. Bien, together with a copy of my reply to the same.

I remain,

Very truly yours,

S. F. Leib

Encls.

www.historysanjose.org

S. F. LEIB R. C. LEIB

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ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING

(COPY)

SAN JOSE, CALIFORNIA, March 23rd, 1912:

J. E. Bien, Esq.,
Attorney-at-Law,
1114 Head Building,
San Francisco, Calif.

My dear Mr. Bieh:

Your favor of the 21st inst. at hand. For the reasons stated before, in my last letter, Mrs. Winchester would like to have this matter consummated within the next very few days, or else the return of the abstract so that she can deal with other parties.

If the matter is not consummated before the first of April, please return to me the abstract on or before that day.

I remain,

Very truly yours,

(Signed) S. F. LEIB

S. F. Leib R. C. Leib

Leib & Leib

ATTORNEYS AT LAW

First National Bank Building

(COPY)

SAN JOSE, CALIFORNIA, April 1st, 1912.

The Bank of California,

Cor. California & Sansome Sts.,

San Francisco, Calif.

Gentlemen:

I am herewith enclosing a deed ffom Mrs. Sarah L. Winchester to Joseph E. Bien to be delivered as follows:

To be delivered by you to Mr. Joseph E. Bien at the Hibernia Savings and Loan Society upon that Bank, (or Mr. Bien himself,) delivering to you for Mrs. Winchester the sum of Twenty Thousand Dollars ($20,000), which sum please place to her account and advise her of the fact.

Kindly notify Mr. Bien when you will be ready to transact the business. His address is room 1114 Head Building, San Francisco. Possibly he will communicate with you with reference to the time.

If anything should go wrong with the matter, kindly return the deed to me for Mrs. Winchester.

I remain,

Very truly yours,

Encl.

(Signed) S. F. LEIB

S. F. LEIB R. C. LEIB

Leib & Leib
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING

(COPY)

SAN JOSE, CALIFORNIA , April 1st, 1912.

Joseph E. Bien, Esq.,
1114 Head Bldg.,
San Francisco, Calif.

Dear Mr. Bien:

I have just received back the deed from Mrs. Winchester, duly signed and acknowledged, and am sending the same to her correspondent in San Francisco, to wit: The Bank of California, to attend to the matter of delivery and receiving the money for her.

You had probably better put yourself in communication with it at once.

I remain,

Very truly yours,

(Signed) S. F. LEIB

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Leib & Leib

ATTORNEYS AT LAW

FIRST NATIONAL BANK BUILDING

(COPY)

SAN JOSE, CALIFORNIA , July 11th, 1912.

Dr. Robert E. Payne,

146 Grant Ave.,

San Francisco, Calif.

Dear Sir:

Your letter of the 10th inst. came duly to hand. I am compelled to go to Los Angeles next Monday evening, and I cannot tell just when I will return. I think I thoroughly understand your position and also have a clear conception of the whole case and of its real merits. I note that you state that the $2,500 I offered to settle the case, rather than have litigation, would not more than cover your running expense, material, equipment, up-keep, railroad fares, assistants and office rentals. Even had you given the full three months to this one case that would make those figures run up to $10,000 a year, a very extraordinary amount it would seem to me.

However, in my view, charges for any good work seems to me should be governed by what that work is worth as determined by the amount that would usually be charged by others equally competent. I have taken the pains to have inquiry made of first-class dentists, and I cannot find any one that would say that the reasonable value of such services, (giving you the benefit of every possible doubt), was worth anywhere near the amount offered you by Mrs. Winchester. The average of their views would be very much below that figure.

I have tried in good faith to adjust this matter

S. F. LEIB R. C. LEIB

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ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING

(COPY)

SAN JOSE, CALIFORNIA, July 11th, 1912.

Dr. Robert E. Payne, ------2

without litigation, and I will make one more endeavor, provided it is accepted before I go away so as to have it off of my mind. I will split the difference between my offer and yours and call it $3,000. This is offered, as was my other offer, purely by reason of a compromise and to avoid litigation. If it meets your views, telephone or telegraph me, and I will have the matter adjusted before I leave. If you do not accept it, please say so. In that case, you must consider this offer, and the other offers made to you, as withdrawn, as I consider each and all of them very much greater than they should have been, and in any subsequent litigation they cannot be used as my views or the views of Mrs. Winchester, as what would be right or fair in the matter, for neither of us consider such services as you performed as being worth anywhere near even the lowest of those offers.

Respectfully,

(Signed) S. F. LEIB

S. F. LEIB R. C. LEIB

Leib & Leib
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING

SAN JOSE, CALIFORNIA, July 19th, 1912.

Mrs. Sarah L. Winchester,

Menlo Park, Calif.

My dear Mrs. Winchester:

I just returned from Los Angeles, and found the receipt of Dr. Payne on my desk, returned to me by the Bank of California. I am sending the same herewith to you by registered mail. The $3,000 looks altogether too big to me for those services, but still it looks much smaller than the $8,750 which he started out to collect. In any event, it will give you peace of mind to have the matter settled rather than a long disagreeable litigation, and it was only in view of that proposition that I consented to a settlement for the amount which we paid, getting it as low as I possible could before doing so.

I remain,

Very sincerely yours,

Encl.

S. F. Leib

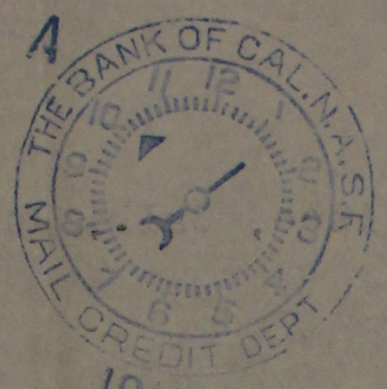
San Francisco, Cal., July 15th, 1912.

I, Robert Eugene Payne, hereby acknowledge to have received from Mrs. Sarah L. Winchester the sum of Three Thousand Dollars ($3,000), in full payment and satisfaction of any and all claims and demands which I have or hold against her, including all claims and demands for services rendered or materials furnished to her, or for her use; and, in consideration thereof, I hereby release her from any and all such claims and demands.

Robt Eugene Payne

www.historysanjose.org
PRELIMINGERIGHTS

Dr Payments
Receipt



1912
JUL
15